

CONSENT TO SUB-LEASE

Lease No.: 242098

File No.: 0356286

Disposition No.: 893721

Her Majesty the Queen in Right of the Province of British Columbia as represented by the minister responsible for the *Land Act* (the "Province") leased the use of the following described land to the **TOWN OF GIBSONS** (the "Lessee") by way of a lease dated for reference March 1, 2012 (the "Lease") for the purpose of maintaining and operating a commercial marina:

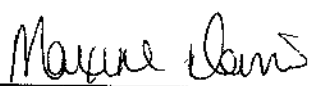
**DISTRICT LOT 6093, GROUP 1, NEW WESTMINSTER DISTRICT,
CONTAINING 3.874 HECTARES** (the "Land")

In accordance with Article 7 in the Lease, the Lessee has asked the Province to consent to a sub-lease dated May 15, 2015 to **MARINA HOTEL HOLDINGS LTD.** (Inc. No. BC1028963) (the "Sub-Lessee").

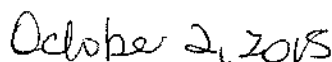
The Province hereby consents to the sub-lease by the Lessee in favour of the Sub-Lessee on the following terms and conditions:

1. The Province's consent to the sub-lease will not be deemed to waive or modify the rights of the Province under the Lease;
2. The provisions of Article 7 in the Lease restricting the Lessee from assigning, mortgaging, subletting or transferring the Lease without the prior written consent of the Province remains in full force and effect;
3. The Sub-lease consent granted between the Lessee and Gibsons Marina Hotel Inc. is hereby cancelled; and
4. The provisions of Article 4.1(f) in the Lease regarding the right of riparian access of any person remain in full force and effect. Riparian access for adjacent upland owners must be maintained through the term of the Lease.

The Province's consent to sub-lease is hereby given effective May 15, 2015. This consent will expire on February 27, 2042 or such earlier date as requested by the Lessee or as provided for in the Lease.



Authorized Signatory



Date Signed



October 2, 2015

File: 0356286

Emanuel Machado
Town of Gibsons
PO Box 340
Gibsons, BC V0N 1V0

Dear Emanuel Machado:

Re: Corrected Consent to Sub-lease for Lease No. 242098 covering district Lot 6093, Group 1, New Westminster District, containing 3.874 hectares

Enclosed herewith is a corrected sub-lease agreement between the Town of Gibsons and Marina Hotel Holdings Ltd. (the 'sub-tenants')

It came to our attention that the Consent to Sub-lease sent to you in May of this year contained an administrative error. The last paragraph of the Consent to Sub-Lease that was sent to you in May stated "*The Province's consent to mortgage hereby given.....*" the word mortgage was an error as the document is for a Consent to Sub-lease not a mortgage and as such the last paragraph should have stated "*The Province's consent to sub-lease is hereby given....*"

The error has been corrected. Please replace the Consent to Sub-lease sent to you in May with the attached Consent to sub-lease dated October 2, 2015.

The sub-lease consent forms an integral part of your Lease document and must be attached thereto.

If you have any questions, please do not hesitate to contact me at (604) 586-4411 or by e-mail to Maxine.Davie@gov.bc.ca.

Yours truly,

Maxine Davie
Senior Portfolio Administrator

Attachment

CONSENT TO SUB-LEASE

Lease No.: 242098

File No.: 0356286

Disposition No.: 893721

Her Majesty the Queen in Right of the Province of British Columbia as represented by the minister responsible for the *Land Act* (the "Province") leased the use of the following described land to the **TOWN OF GIBSONS** (the "Lessee") by way of a lease dated for reference March 1, 2012 (the "Lease") for the purpose of maintaining and operating a commercial marina:


**DISTRICT LOT 6093, GROUP 1, NEW WESTMINSTER DISTRICT,
CONTAINING 3.874 HECTARES** (the "Land")

In accordance with Article 7 in the Lease, the Lessee has asked the Province to consent to a sub-lease dated May 15, 2015 to **MARINA HOTEL HOLDINGS LTD.** (Inc. No. BC1028963) (the "Sub-Lessee").

The Province hereby consents to the sub-lease by the Lessee in favour of the Sub-Lessee on the following terms and conditions:

1. The Province's consent to the sub-lease will not be deemed to waive or modify the rights of the Province under the Lease; and
2. The provisions of Article 7 in the Lease restricting the Lessee from assigning, mortgaging, subletting or transferring the Lease without the prior written consent of the Province remains in full force and effect.
3. The Sub-lease granted between the Lessee and Gibsons Marina Hotel Inc. is hereby cancelled.
4. The provisions of Article 4.1(f) in the Lease regarding the right of riparian access of any person remains in full force and effect. Riparian access for adjacent upland owners must be maintained throughout the term of the Lease.

The Province's consent to mortgage given on May 15, 2015 and will expire on February 27, 2042 or an earlier date as requested by the Lessee.



Authorized Signatory

Davie, Maxine E FLNR:EX

From: Davie, Maxine E FLNR:EX
Sent: Saturday, October 03, 2015 8:10 AM
To: Davie, Maxine E FLNR:EX
Subject: FW: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Letter to E. Machado dated Oct 2, 2015

Attached to letter with amended sub-tenure agreement between Town of Gibsons and Marina Hotel Holdings Ltd. Information with regard to the consent to a mortgage for a sub-tenure holder.

From: Anderson, Keith FLNR:EX
Sent: Thursday, May 14, 2015 3:57 PM
To: 'VENTRESCA, MICHAEL'; Davie, Maxine E FLNR:EX; Cavill, Jacqueline FLNR:EX
Cc: Carol Lee; ROOS, NICHOLAS; joshua.jassebi@cibc.com; Art Phillips **s.22**
 Catherine Kim; Laurie Foster; pjefcoat@valkyrielaw.com
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

We have no concerns with consenting to Hayck or Gibsons proceeding to register a mortgage they have taken out against their own specific leases. (I already advised of that this morning as per the e-mail below) however they cannot register a mortgage that was granted to a subtenant. Maxine can complete the paper work on that in due course. We also cannot register a mortgage on the Licence of Occupation. We do not have that ability or the authority to do so.

Keith Anderson

Manager, Resource Authorizations

Ministry of Forests, Lands and Natural Resource Operations
 200-10428 153 Street, Surrey BC, V5R 1E1

From: VENTRESCA, MICHAEL [<mailto:MICHAEL.VENTRESCA@blakes.com>]
Sent: Thursday, May 14, 2015 3:51 PM
To: Anderson, Keith FLNR:EX
Cc: Carol Lee; ROOS, NICHOLAS; joshua.jassebi@cibc.com; Davie, Maxine E FLNR:EX; Art Phillips (s.22)
 Catherine Kim; Laurie Foster; pjefcoat@valkyrielaw.com
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Keith, have you had a chance to consider our suggestion below on simply consenting? Please advise as soon as you can.

Michael Ventresca
 Associate
michael.ventresca@blakes.com
 Dir: 604-631-3392

From: VENTRESCA, MICHAEL
Sent: Thursday, May 14, 2015 9:00 AM
To: Anderson, Keith FLNR:EX
Cc: Carol Lee; ROOS, NICHOLAS; joshua.jassebi@cibc.com; Davie, Maxine E FLNR:EX; Art Phillips **s.22**

s.22

Catherine Kim; Laurie Foster; pjefcoat@valkyrielaw.com

Subject: Re: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Keith we act for CIBC. Will FLNR simply "consent" to a mortgage being granted by the subtenant and licensee to CIBC, acknowledging that the mortgage can't be "registered" with FLNR? That would provide some comfort to CIBC. A letter confirming the crown consents to the subtenant and licensee granting a mortgage would be sufficient.

Michael Ventresca

Associate

michael.ventresca@blakes.com

Dir: 604-631-3392

Sent from my iPhone

On May 14, 2015, at 8:45 AM, Anderson, Keith FLNR:EX <Keith.Anderson@gov.bc.ca> wrote:

Good Morning Carol

Maxine will be getting back to you on this

Further to our discussion yesterday.

FLNR cannot register a mortgage against a Licence of Occupation.

A mortgage can be registered against a lease, however, it can only be done where the mortgage is issued to the holder of the lease, for example, a mortgage to the Town of Gibsons can be registered against the Town of Gibsons lease or a mortgage to Hayak, can be registered against Hayak's lease. We cannot register a mortgage to a subtenant as the province had no relationship with the subtenant.

I appreciate that this is a bit of a complex issue because there are subleases involved and the province has no relationship with the sublessees, only with the Town of Gibsons, or Hayak as the head lessees.

Hope that clarifies things a bit more.

Keith Anderson

Manager, Resource Authorizations

Ministry of Forests, Lands and Natural Resource Operations

200-10428 153 Street, Surrey BC, V5R 1E1

From: Carol Lee [<mailto:clee@boughtonlaw.com>]

Sent: Wednesday, May 13, 2015 6:37 PM

To: Anderson, Keith FLNR:EX

Cc: VENTRESCA, MICHAEL (MICHAEL.VENTRESCA@blakes.com); nicholas.roos@blakes.com; joshua.jassebi@cibc.com; Davie, Maxine E FLNR:EX; Art Phillips

s.22

Catherine Kim; Laurie Foster; pjefcoat@valkyrielaw.com

Subject: FW: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Keith – Further information, see below and attached re item 3.

Also, a consent was obtained by the other counsel re licence 346294; file no 3412619 as an example.

Regards,

Carol

From: VENTRESCA, MICHAEL [mailto:MICHAEL.VENTRESCA@blakes.com]

Sent: May-13-15 6:30 PM

To: Carol Lee; Anderson, Keith FLNR:EX (Keith.Anderson@gov.bc.ca)

Cc: maxine.davie@gov.bc.ca; s.22

Art Phillips s.22

Catherine Kim;

Laurie Foster; ROOS, NICHOLAS; joshua.jassebi@cibc.com; pjefcoat@valkyrielaw.com

Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Attached is licence no 239837. See section 7.1 – the licence may be mortgaged on consent.

Michael Ventresca

Associate

michael.ventresca@blakes.com

Dir: 604-631-3392

<image001.gif>

Blake, Cassels & Graydon LLP

595 Burrard Street, Suite 2600, Vancouver BC V7X 1L3

Tel: 604-631-3300 Fax: 604-631-3309

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From: Carol Lee [mailto:clee@boughtonlaw.com]

Sent: Wednesday, May 13, 2015 6:27 PM

To: Anderson, Keith FLNR:EX (Keith.Anderson@gov.bc.ca)

Cc: maxine.davie@gov.bc.ca; s.22

Art Phillips s.22

: Catherine Kim;

Laurie Foster; ROOS, NICHOLAS; VENTRESCA, MICHAEL; joshua.jassebi@cibc.com;

pjefcoat@valkyrielaw.com

Subject: FW: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Keith , re item 3 below, could you revisit your position on this. I am advised consents have been received re mortgage of licences from your office quite recently. We did not act on the licence regarding 239837 so do not have a copy of the licence, but could you review it, as the lender's counsel has advised that it provides that it can be mortgaged on Province consent.

Thanks

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation

Direct 604 605 8333

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From: Carol Lee [<mailto:clee@boughtonlaw.com>]

Sent: Wednesday, May 13, 2015 4:55 PM

To: Anderson, Keith FLNR:EX (Keith.Anderson@gov.bc.ca)

Cc: maxine.davie@gov.bc.ca; s.22 Art Phillips s.22 Catherine Kim;

Laurie Foster; ROOS, NICHOLAS; VENTRESCA, MICHAEL; joshua.jassebi@cibc.com;

pjefcoat@valkyrielaw.com

Subject: FW: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Keith –

Thanks for taking my call. I confirm you have advised Maxine was away today so was unable to return my calls.

I confirm you advised the following:

1. You have clarified that the Province does not consider applications for consent to mortgaging subtenure interests, as it has determined it is not within its purview, but you would not treat a lender taking such security without the Province's consent a breach of your direct tenure agreement with the Town, so our client would not be affected. If the Town itself financed its tenure interest without your consent, that would be considered a breach of your agreement with the Town;
2. The consent to assignment of the subtenure interest to Marina Hotel Holdings Ltd. re Lease 242098 (not 242088 which apparently is a typo on some documents) is in process and should be forthcoming tomorrow, Thursday, for effect May 15, 2015;
3. Re Licence 239837, you cannot grant a consent of mortgage of this interest, as the Province does not treat a licence as being assignable by way of mortgage (versus a lease);
4. Re Lease 238162, you see no reason why you will not be able to provide your consent to the mortgage of this interest to CIBC, to come Thursday, effective May 15, 2015.

As discussed, could you please confirm the foregoing by reply email.

Let us know if any other issues come up on the above, as needs to close on his purchase of the marina on Friday and to do this he needs to have the consents and mortgages in place by then. We understand the Town has provided you with or will be providing you with a letter regarding the buoy issue for the reconfigured marina slip area, and that you will not require a letter from the upland

owner regarding its satisfaction as to the resolution of its alleged upland claims prior to the Province granting the consent in 1 above.

Thanks and regards,

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333

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From: Davie, Maxine E FLNR:EX [<mailto:Maxine.Davie@gov.bc.ca>]

Sent: May-12-15 11:16 AM

To: Carol Lee; Anderson, Keith FLNR:EX

Cc: S.22 Catherine Kim; Anderson, Keith FLNR:EX; Cavill, Jacqueline FLNR:EX; Art Phillips; Mario Carpenter; nicholas.roos@blakes.com; VENTRESCA, MICHAEL

(MICHAEL.VENTRESCA@blakes.com); Mario Carpenter; Cavill, Jacqueline FLNR:EX

Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Carol, thank you for submitting the sub-tenure document and the fee for the consent to sub-tenure.

I will prepare the document and have it ready for signature effective May 15, 2015. If for some reason the sale doesn't go through on that day please let me know.

You can accept this e-mail as notice that the Province will consent to a sub-tenure between The Town of Gibsons and Marina Hotel Holdings Ltd. The sub-lease between the Town of Gibsons and Gibsons Marina Hotel Inc. will be cancelled effective May 15, 2015.

Please note, however, that we cannot consent to a mortgage, using Crown land and Improvements as collateral, between a sub-tenant and their lender.

Maxine E. Davie

Senior Portfolio Administrator

Ministry of Forests, Lands and Natural Resource Operations
South Coast Natural Resource Region
(604) 586-4411, Fax (604) 586-4444

Our Vision: Economic prosperity and environmental sustainability

From: Carol Lee [<mailto:clee@boughtonlaw.com>]

Sent: Monday, May 11, 2015 3:58 PM

To: Anderson, Keith FLNR:EX; Davie, Maxine E FLNR:EX

Cc: s.22 Catherine Kim; Anderson, Keith FLNR:EX; Cavill, Jacqueline FLNR:EX; Art Phillips; Davie, Maxine E FLNR:EX; Marlo Carpenter; nicholas.roos@blakes.com; VENTRESCA, MICHAEL (MICHAEL.VENTRESCA@blakes.com); Marlo Carpenter

Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hello Keith and Maxine –

I understand Keith and Art Phillips have discussed matters this morning regarding amendment of the conditions to providing your consent. In addition, we understand he has communicated with Keith regarding obtaining the Province granting consent to Canadian Imperial Bank of Commerce taking a mortgage of the subtenure interest in sublease 242088, given, in particular, that the current marina owners were afforded that consent.

We have accordingly rush couriered our firm's cheque for consent to the assignment and consent to the mortgage.

Canadian Imperial Bank of Commerce ("CIBC") also requires mortgage security over the following additional leasehold interests not connected with Gibsons Marina, namely:

1. Foreshore lease license No. 239837 with the Province, showing Klaus Fuerniss and Monika Fuerness as the lessees. s.22
2. Water Lot Lease #238162 between the Province and Hyak Marine Services Ltd.

and accordingly, we hereby request consent to mortgage security to be granted in favour of CIBC. We will send a cheque for payment for those 2 further consent requests. These consents are also required for the May 15 closing date regarding the purchase of Gibsons Marina.

Thanks and regards,

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333

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From: Carol Lee

Sent: May-08-15 1:20 PM

To: 'Davie, Maxine E FLNR:EX'; pjefcoat@valkyrielaw.com

Cc: s.22 Catherine Kim; Anderson, Keith FLNR:EX; Cavill, Jacqueline FLNR:EX;

nicholas.roos@blakes.com; 'Art Phillips'

Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Maxine –

Further to your email and our telephone discussion, in looking at the historical chain of leases, an earlier one dated March 1 1982 on the back page references a Debenture allowed to the sub lessee Gibsons Marina Hotel Inc., so there is precedent for the Province to have consented to and even marked up a notation of same. It is referenced as a sublease assigned by way of debenture, which is for all intents and purposes regarding your concerns a mortgage/debenture of the sublease.

I will scan and email this to you.

Could you point this out to the policy section for reconsideration. As discussed, for the Ministry to disallow mortgage security by anyone other than the tenant is impeding commercial activity on the property, and will also affect the ability in the long run for both the Province and the Town to collect rents. Not many operators of business such as the marina business on this property can function without security, especially at the start of it taking over the business. We doubt very much the Town is interested in assigning its actual tenure to our client. It wants rent.

Just because the Province has no privity of contract with anyone other than the Town does not preclude the Province from consenting to the security being on the sublessee's interest, as appears to have occurred in the past for this interest.

Your quick attendance to this matter is appreciated, having regard to the May 15 closing.

Thanks and regards,

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation

Direct 604 605 8333

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From: Davie, Maxine E FLNR:EX [<mailto:Maxine.Davie@gov.bc.ca>]

Sent: May-08-15 9:38 AM

To: Carol Lee; piefcoat@valkyrielaw.com

Cc: **s.22** Catherine Kim; Anderson, Keith FLNR:EX; Cavill, Jacqueline FLNR:EX

Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Carol, I was discussing the sub-tenure holder's desire to have a mortgage consented to with our Land Programs Service Branch in Victoria (Policy section).

(
I initially thought that if the Town of Gibsons applied for a Consent to Mortgage between the sub-tenant and the lender we would be able to consent to it because it was our client requesting the consent, however, direction from policy is that the consent must be for a mortgage between our client and a lender.

The Crown is not able to consent to the mortgage (in accordance with Article 7) between the sub-tenure holder and the lender.

If a mortgage is obtained using this tenure as part of the security it must be consented to as per Article 7 of the Lease.

The only way for us to consent to a mortgage between the sub-tenure holder and a lender would be for the Town of Gibsons to assign the tenure to the sub-tenant.

Maxine E. Davie

Senior Portfolio Administrator

Ministry of Forests, Lands and Natural Resource Operations
South Coast Natural Resource Region
(604) 586-4411, Fax (604) 586-4444

Our Vision: Economic prosperity and environmental sustainability

From: Carol Lee [mailto:clee@boughtonlaw.com]

Sent: 07 May 2015 10:52

To: pjefcoat@valkyrielaw.com

Cc: Davie, Maxine E FLNR:EX; s.22; Catherine Kim

Subject: FW: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Pamela –

I was able to get hold of Maxine Davie at the Province, today. We had previously, in addition to the consent request re assignment of tenure, also requested the Province consent for our client's lender, Canadian Imperial Bank of Commerce, to take mortgage security over the sub tenure interests.

Maxine has advised that the mortgage request as to the sub tenure interests needs to come from the Town, and not the assignee. We will however, pay the consent request fee for this.

Could you have the Town make that request as soon as possible by express post and by email to Maxine, and copy us as well by email.

Going forward, should we continue to deal through you or should we contact the Town directly on the consent matters.

Thanks for your assistance.

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333

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From: Pamela Jefcoat [<mailto:pjefcoat@valkyrielaw.com>]
Sent: May-06-15 1:32 PM
To: Carol Lee; maxine.davie@gov.bc.ca
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Good afternoon, Maxine and Carol

Further to Carol's email below, please see the attached, which was sent by the Town directly to the Province (via express post) on Monday.

Regards,
Pam

From: Carol Lee [<mailto:clee@boughtonlaw.com>]
Sent: Tuesday, May 05, 2015 4:53 PM
To: maxine.davie@gov.bc.ca
Cc: Catherine Kim; [e 22](#); Klaus Fuerniss; Marlo Carpenter; pjefcoat@valkyrielaw.com
Subject: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Maxine, thank you for getting back to me on this. Attached is the form of agreement I am advised was agreed to between the Town and our client.

Pam, could you confirm and provide a better copy without the notes, which I am advised have been sorted out between the Town and our client and without the Draft mark.

The Town resolution will follow.

Regards

Carol A. Lee
C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333
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Davie, Maxine E FLNR:EX

From: Davie, Maxine E FLNR:EX
Sent: Tuesday, May 05, 2015 3:55 PM
To: 'Carol Lee'
Cc: 'Catherine Kim'; 'Marlo Carpenter'; 'Art Phillips s.22
'pjefcoat@valkyrielaw.com'
Subject: RE: Sale of Gibsons Marina Your file No. 03356286 [BLC-ACTIVE.FID1551695]

I need to see the approved sub-lease and the council resolution regarding the assignment before I can give consent, if the consent to sub-lease application fees have not yet been paid I will also need \$250.00 plus GST for a total of \$262.50.

Provided I get the information prior to the end of this week, we should be able to meet your deadline of May 15, 2015.

Maxine Davie
Senior Portfolio Administrator
(604) 586-4411

From: Carol Lee [<mailto:clee@boughtonlaw.com>]
Sent: Tuesday, May 5, 2015 3:08 PM
To: Davie, Maxine E FLNR:EX
Cc: Catherine Kim; Marlo Carpenter; Art Phillips s.22 pjefcoat@valkyrielaw.com
Subject: Sale of Gibsons Marina Your file No. 03356286 [BLC-ACTIVE.FID1551695]

Hi Maxine –

Further to my voice messages, we act for Marina Hotel Holdings Ltd., who is purchasing the Gibsons Marina from Gibsons Marina Hotel Inc., the current sub lessee.

The Town of Gibsons has approved an Assignment, Assumption and Amendment of the Sublease.

We understand Pamela Jefcoat of Valkyrie Law, counsel for the Town, is liaising with your office regarding amendment of the head lease.

We require the consent of the Province as to the Assignment to our client, and consent as to our client mortgaging its leasehold and other interests, to its lender who is lending for the acquisition, CIBC.

The Closing Date is May 15, 2015.

Could you call me to discuss. I have left a message for Pamela but she is out of the office until 4:30.

Emanuel Machado at the Town is at 604-886-2274 x 204; 604-740-5996.

Pamela Jefcoat is at 604-263-4804

Thanks in advance,

Carol

Carol A. Lee
C.A. Lee Law Corporation on behalf of Boughton Law Corporation

Direct 604 605 8333

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MAY 14 2015

Ministry Of Forests, Lands and Natural Resource Operations
FrontCounter BC

Log No.

P:604-886-2274

F: 604-886-9735

Website: www.gibsons.ca

May 11, 2015

Ministry of Fo
Land Authorizations
South Coast Operations
200-10428 153rd Street
Surrey, BC
V3R 1E1

ns

Attention: Mr. Keith Anderson, Ms. Maxine Davie and Ms. Jacqueline Cavill

Re: Your File: 0356286

Request for Consent to the renewal of Lease M59874 (the "Town Lease") between the Town of Gibsons (the "Town") and Gibsons Marina Hotel Inc. ("GMHI")

Further to our correspondence of May 01, 2015, we write to further clarify the proposed timing for the creation of the untenured navigational channel.

Sections 6(f) and (g) of the AAAA deal specifically with the revised marina float layout and the requirement that a navigational channel be established in the event of the development of the upland properties, as follows:

"In the event that a development permit is issued by the Town of Gibsons in respect of one or more properties located at either 409 to 445 Gower point Road, Gibsons, BC (commonly referred to as the "Shoal Bay Properties") or at 377 to 407 Gower Point Road (commonly referred to as "the proposed George Hotel and residences Site", the Tenant will at its sole cost and expense:

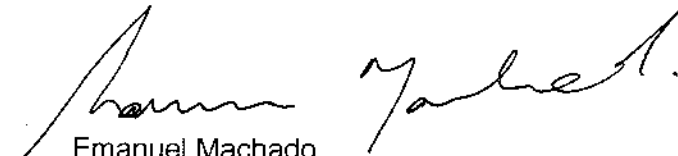
(i) within thirty days of the issuance of such development permit, remove approximately 422 linear feet of that float designated as "A" ("**Float A**") on the Marina Float Layout Plan attached as section 1.5 of Appendix II (the "**Marina Float Layout Plan**") and will relocate Float A to the north end of the Water Lot, as shown on the Marina Float Layout Plan, for the purpose of establishing a navigational channel (the "**Navigational Channel**") in that area shown hatched and identified as "Navigational Water" on the Marina Float Layout Plan; and

(ii) maintain the navigational channel for the remainder of the Term and will ensure that there are no improvements, fixtures or other obstructions installed, constructed, placed or maintained within the navigational channel".

I hope this letter is helpful in providing clarity to this matter. If you have any questions or require any further information at this time, please contact the writer at 604.886.2274 or emachado@gibsons.ca.

Sincerely,

TOWN OF GIBSONS

A handwritten signature in black ink, appearing to read 'Emanuel Machado', is written over a horizontal line.

Emanuel Machado
Chief Administrative Officer

cc: Gibsons Marina Hotel Inc., Attention: Mr. Michael Armstrong
Art Phillips and Associates Inc., Attention: Mr. Art Phillips

Davie, Maxine E FLNR:EX

From: Davie, Maxine E FLNR:EX
Sent: Friday, May 15, 2015 1:45 PM
To: 'Carol Lee'
Cc: emachado@gibsons.ca; Anderson, Keith FLNR:EX; pjefcoat@valkyrielaw.com
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]
Attachments: 0356286 consent to sub-lease.pdf

I'm not sure who else needs to be advised of the sub-tenure consent.

Attached is a scanned copy of the Consent to Sub-lease between the Town of Gibsons and Marina Hotel Holdings Ltd.

The original will be sent to the Town of Gibsons for them to attach to their original Lease document.

Maxine E. Davie

Senior Portfolio Administrator

Ministry of Forests, Lands and Natural Resource Operations
South Coast Natural Resource Region
(604) 586-4411, Fax (604) 586-4444

Our Vision: Economic prosperity and environmental sustainability

From: Carol Lee [mailto:clee@boughtonlaw.com]
Sent: Friday, May 15, 2015 11:01 AM
To: Davie, Maxine E FLNR:EX
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Today's date, thanks

Carol A. Lee
C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333

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From: Davie, Maxine E FLNR:EX [mailto:Maxine.Davie@gov.bc.ca]
Sent: May-15-15 10:56 AM
To: Carol Lee
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Thanks Carol, what is or will be the effective date or reference date for the sub-lease – I need it to put in the consent – the document I have is blank right now.

Maxine E. Davie

Senior Portfolio Administrator

Ministry of Forests, Lands and Natural Resource Operations
South Coast Natural Resource Region
(604) 586-4411, Fax (604) 586-4444

Our Vision: Economic prosperity and environmental sustainability

From: Carol Lee [<mailto:clee@boughtonlaw.com>]

Sent: Friday, May 15, 2015 10:31 AM

To: Davie, Maxine E FLNR:EX

Cc s. 22 ; Catherine Kim; Anderson, Keith FLNR:EX; Cavill, Jacqueline FLNR:EX; Art Phillips; Marlo Carpenter; nicholas.roos@blakes.com; VENTRESCA, MICHAEL (MICHAEL.VENTRESCA@blakes.com); Marlo Carpenter; Cavill, Jacqueline FLNR:EX; pjefcoat@valkyrielaw.com; dcompton-harvey@synergylaw.ca; brudy@synergylaw.ca

Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Maxine, CIBC's address is 400 Burrard Street, Vancouver British Columbia V6C 3A6.

I am asking Pamela to call you as soon as possible to address the Town's query with respect to the sub tenure.

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation

Direct 604 605 8333

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Davie, Maxine E FLNR:EX

From: Davie, Maxine E FLNR:EX
Sent: Friday, May 15, 2015 11:01 AM
To: 'Carol Lee'
Cc: 'nicholas.roos@blakes.com'; 'VENTRESCA, MICHAEL (MICHAEL.VENTRESCA@blakes.com)' s.22 Art Phillips
s.22 'Catherine Kim'; 'Laurie Foster'
Subject: RE: CIBC / Hyak mortgage of lease 238162 [BLC-ACTIVE.FID1551695]
Attachments: 20150515104932.pdf

Attached is the signed consent for the mortgage on Hyak Marine Services Ltd. lease.

The original will be sent in the mail as it will need to be attached to the client's lease document. Please advise the address to send the hard copy consent to.

Thank you.

Maxine E. Davie

Senior Portfolio Administrator

Ministry of Forests, Lands and Natural Resource Operations
South Coast Natural Resource Region
(604) 586-4411, Fax (604) 586-4444

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From: Carol Lee [mailto:clee@boughtonlaw.com]
Sent: Thursday, May 14, 2015 7:02 PM
To: Davie, Maxine E FLNR:EX
Cc: nicholas.roos@blakes.com; VENTRESCA, MICHAEL (MICHAEL.VENTRESCA@blakes.com); s.22 Art Phillips & s.22; Catherine Kim; Laurie Foster
Subject: RE: CIBC / Hyak mortgage of lease 238162 [BLC-ACTIVE.FID1551695]

Hi Maxine –

Our client's lender has advised it needs to see the consents before 11 am Friday morning so the internal application for funding can go in on time before the 11 am cut off time.

Could you facilitate meeting this deadline by emailing the consents to all of the above parties when they are available.

Thanks

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333

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From: Carol Lee

Sent: May-14-15 4:06 PM

To: maxine.davie@gov.bc.ca

Cc: 'nicholas.roos@blakes.com'; VENTRESCA, MICHAEL (MICHAEL.VENTRESCA@blakes.com); **s.22**

Art Phillips | **s.22** : Catherine Kim; Laurie Foster (lfoster@boughtonlaw.com)

Subject: FW: CIBC / Hyak mortgage of lease 238162 [BLC-ACTIVE.FID1551695]

Hi Maxine –

Here it is re 238162. I have not yet heard if the 2008 CIBC mortgage you referred to has been paid off and discharged by CIBC. 2(b) of the mortgage terms (1st attachment states the 1 day less wording you wanted to see.

I confirm you will be providing the consent to this mortgage as well as the consent to the assignment re the sub tenure re 242098, tomorrow.

Regards,

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation

Direct 604 605 8333

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Davie, Maxine E FLNR:EX

From: VENTRESCA, MICHAEL <MICHAEL.VENTRESCA@blakes.com>
Sent: Thursday, May 14, 2015 4:28 PM
To: Anderson, Keith FLNR:EX; Davie, Maxine E FLNR:EX; Cavill, Jacqueline FLNR:EX
Cc: Carol Lee; ROOS, NICHOLAS
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Keith, for clarity, would the province consent to an unregistered mortgage granted by the subtenant under the sublease and an unregistered mortgage granted by the licensee under the licence of occupation? In other words, would the province simply consent to the mortgage, as head landlord and licensor, on the understanding that such a mortgage cannot be registered? The head lease and licence both permit mortgages on consent. Please advise.

Michael Ventresca
Associate
michael.ventresca@blakes.com
Dir: 604-631-3392

From: Anderson, Keith FLNR:EX [mailto:Keith.Anderson@gov.bc.ca]
Sent: Thursday, May 14, 2015 3:57 PM
To: VENTRESCA, MICHAEL; Davie, Maxine E FLNR:EX; Cavill, Jacqueline FLNR:EX
Cc: Carol Lee; ROOS, NICHOLAS; joshua.jassebi@cibc.com; Art Phillips (s.22 Catherine Kim; Laurie Foster; pjefcoat@valkyrielaw.com
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

We have no concerns with consenting to Hayck or Gibsons proceeding to register a mortgage they have taken out against their own specific leases. (I already advised of that this morning as per the e-mail below) however they cannot register a mortgage that was granted to a subtenant. Maxine can complete the paper work on that in due course. We also cannot register a mortgage on the Licence of Occupation. We do not have that ability or the authority to do so.

Keith Anderson

Manager, Resource Authorizations

Ministry of Forests, Lands and Natural Resource Operations

200-10428 153 Street, Surrey BC, V5R 1E1

From: VENTRESCA, MICHAEL [mailto:MICHAEL.VENTRESCA@blakes.com]
Sent: Thursday, May 14, 2015 3:51 PM
To: Anderson, Keith FLNR:EX
Cc: Carol Lee; ROOS, NICHOLAS; joshua.jassebi@cibc.com; Davie, Maxine E FLNR:EX; Art Phillips (s.22 Catherine Kim; Laurie Foster; pjefcoat@valkyrielaw.com
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Keith, have you had a chance to consider our suggestion below on simply consenting? Please advise as soon as you can.

Michael Ventresca
Associate
michael.ventresca@blakes.com

Dir: 604-631-3392

From: VENTRESCA, MICHAEL

Sent: Thursday, May 14, 2015 9:00 AM

To: Anderson, Keith FLNR:EX

Cc: Carol Lee; ROOS, NICHOLAS; joshua.jassebi@cibc.com; Davie, Maxine E FLNR:EX; Art Phillips s.22
s.22 Catherine Kim; Laurie Foster; pjefcoat@valkyrielaw.com

Subject: Re: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Keith we act for CIBC. Will FLNR simply "consent" to a mortgage being granted by the subtenant and licensee to CIBC, acknowledging that the mortgage can't be "registered" with FLNR? That would provide some comfort to CIBC. A letter confirming the crown consents to the subtenant and licensee granting a mortgage would be sufficient.

Michael Ventresca
Associate
michael.ventresca@blakes.com
Dir: 604-631-3392

Sent from my iPhone

On May 14, 2015, at 8:45 AM, Anderson, Keith FLNR:EX <Keith.Anderson@gov.bc.ca> wrote:

Good Morning Carol

Maxine will be getting back to you on this

Further to our discussion yesterday.

FLNR cannot register a mortgage against a Licence of Occupation.

A mortgage can be registered against a lease, however, it can only be done where the mortgage is issued to the holder of the lease, for example, a mortgage to the Town of Gibsons can be registered against the Town of Gibsons lease or a mortgage to Hayak, can be registered against Hayak's lease. We cannot register a mortgage to a subtenant as the province had no relationship with the subtenant.

I appreciate that this is a bit of a complex issue because there are subleases involved and the province has no relationship with the sublessees, only with the Town of Gibsons, or Hayak as the head lessees.

Hope that clarifies things a bit more.

Keith Anderson

Manager, Resource Authorizations

Ministry of Forests, Lands and Natural Resource Operations

200-10428 153 Street, Surrey BC, V5R 1E1

From: Carol Lee [<mailto:clee@boughtonlaw.com>]
Sent: Wednesday, May 13, 2015 6:37 PM
To: Anderson, Keith FLNR:EX
Cc: VENTRESCA, MICHAEL (MICHAEL.VENTRESCA@blakes.com); nicholas.roos@blakes.com; joshua.jassebi@cibc.com; Davie, Maxine E FLNR:EX; Art Phillips **s.22**
s.22 _____, Catherine Kim; Laurie Foster; pjefcoat@valkyrielaw.com
Subject: FW: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Keith – Further information, see below and attached re item 3.

Also, a consent was obtained by the other counsel re licence 346294; file no 3412619 as an example.

Regards,

Carol

From: VENTRESCA, MICHAEL [<mailto:MICHAEL.VENTRESCA@blakes.com>]
Sent: May-13-15 6:30 PM
To: Carol Lee; Anderson, Keith FLNR:EX (Keith.Anderson@gov.bc.ca)
Cc: maxine.davie@gov.bc.ca; **s.22** _____, Art Phillip **s.22** _____; Catherine Kim; Laurie Foster; ROOS, NICHOLAS; joshua.jassebi@cibc.com; pjefcoat@valkyrielaw.com
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Attached is licence no 239837. See section 7.1 – the licence may be mortgaged on consent.

Michael Ventresca
Associate
michael.ventresca@blakes.com
Dir: 604-631-3392

<image001.gif>

Blake, Cassels & Graydon LLP
595 Burrard Street, Suite 2600, Vancouver BC V7X 1L3
Tel: 604-631-3300 Fax: 604-631-3309
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From: Carol Lee [<mailto:clee@boughtonlaw.com>]
Sent: Wednesday, May 13, 2015 6:27 PM
To: Anderson, Keith FLNR:EX (Keith.Anderson@gov.bc.ca)
Cc: maxine.davie@gov.bc.ca; **s.22** _____, Art Phillip **s.22** _____, Catherine Kim; Laurie Foster; ROOS, NICHOLAS; VENTRESCA, MICHAEL; joshua.jassebi@cibc.com; pjefcoat@valkyrielaw.com
Subject: FW: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Keith , re item 3 below, could you revisit your position on this. I am advised consents have been received re mortgage of licences from your office quite recently. We did not act on the licence regarding

239837 so do not have a copy of the licence, but could you review it, as the lender's counsel has advised that it provides that it can be mortgaged on Province consent.

Thanks

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333

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From: Carol Lee [<mailto:clee@boughtonlaw.com>]

Sent: Wednesday, May 13, 2015 4:55 PM

To: Anderson, Keith FLNR:EX (Keith.Anderson@gov.bc.ca)

Cc: maxine.davie@gov.bc.ca **S.22**

Art Phillips **S.22**

Catherine Kim;

Laurie Foster; ROOS, NICHOLAS; VENTRESCA, MICHAEL; joshua.jassebi@cibc.com;

pjefcoat@valkyrielaw.com

Subject: FW: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Keith –

Thanks for taking my call. I confirm you have advised Maxine was away today so was unable to return my calls.

I confirm you advised the following:

1. You have clarified that the Province does not consider applications for consent to mortgaging subtenure interests, as it has determined *it is not within its purview, but you would not treat a lender taking such security without the Province's consent a breach of your direct tenure agreement with the Town*, so our client would not be affected. If the Town itself financed its tenure interest without your consent, that would be considered a breach of your agreement with the Town;
2. The consent to assignment of the subtenure interest to Marina Hotel Holdings Ltd. re Lease 242098 (not 242088 which apparently is a typo on some documents) is in process and should be forthcoming tomorrow, Thursday, for effect May 15, 2015;
3. Re Licence 239837, you cannot grant a consent of mortgage of this interest, as the Province does not treat a licence as being assignable by way of mortgage (versus a lease);
4. Re Lease 238162, you see no reason why you will not be able to provide your consent to the mortgage of this interest to CIBC, to come Thursday, effective May 15, 2015.

As discussed, could you please confirm the foregoing by reply email.

Let us know if any other issues come up on the above, as needs to close on his purchase of the marina on Friday and to do this he needs to have the consents and mortgages in place by then. We understand the Town has provided you with or will be providing you with a letter regarding the buoy issue for the reconfigured marina slip area, and that you will not require a letter from the upland owner regarding its satisfaction as to the resolution of its alleged upland claims prior to the Province granting the consent in 1 above.

Thanks and regards,

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333

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From: Davie, Maxine E FLNR:EX [<mailto:Maxine.Davie@gov.bc.ca>]

Sent: May-12-15 11:16 AM

To: Carol Lee; Anderson, Keith FLNR:EX

Cc: s.22 Catherine Kim; Anderson, Keith FLNR:EX; Cavill, Jacqueline FLNR:EX; Art Phillips; Marlo Carpenter; nicholas.roos@blakes.com; VENTRESCA, MICHAEL (MICHAEL.VENTRESCA@blakes.com); Marlo Carpenter; Cavill, Jacqueline FLNR:EX

Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Carol, thank you for submitting the sub-tenure document and the fee for the consent to sub-tenure.

I will prepare the document and have it ready for signature effective May 15, 2015. If for some reason the sale doesn't go through on that day please let me know.

You can accept this e-mail as notice that the Province will consent to a sub-tenure between The Town of Gibsons and Marina Hotel Holdings Ltd. The sub-lease between the Town of Gibsons and Gibsons Marina Hotel Inc. will be cancelled effective May 15, 2015.

Please note, however, that we cannot consent to a mortgage, using Crown land and Improvements as collateral, between a sub-tenant and their lender.

Maxine E. Davie

Senior Portfolio Administrator

Ministry of Forests, Lands and Natural Resource Operations

South Coast Natural Resource Region

(604) 586-4411, Fax (604) 586-4444

Our Vision: Economic prosperity and environmental sustainability

From: Carol Lee [<mailto:clee@boughtonlaw.com>]

Sent: Monday, May 11, 2015 3:58 PM

To: Anderson, Keith FLNR:EX; Davie, Maxine E FLNR:EX

Cc: s.22 Catherine Kim; Anderson, Keith FLNR:EX; Cavill, Jacqueline FLNR:EX; Art Phillips; Davie, Maxine E FLNR:EX; Marlo Carpenter; nicholas.roos@blakes.com; VENTRESCA, MICHAEL (MICHAEL.VENTRESCA@blakes.com); Marlo Carpenter

Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hello Keith and Maxine –

I understand Keith and Art Phillips have discussed matters this morning regarding amendment of the conditions to providing your consent. In addition, we understand he has communicated with Keith regarding obtaining the Province granting consent to Canadian Imperial Bank of Commerce taking a mortgage of the subtenure interest in sublease 242088, given, in particular, that the current marina owners were afforded that consent.

We have accordingly rush couriered our firm's cheque for consent to the assignment and consent to the mortgage.

Canadian Imperial Bank of Commerce ("CIBC") also requires mortgage security over the following additional leasehold interests not connected with Gibsons Marina, namely:

1. Foreshore lease license No. 239837 with the Province, showing Klaus Fuerniss and Monika Fuerness as the lessees. s.22
2. Water Lot Lease #238162 between the Province and Hyak Marine Services Ltd.

and accordingly, we hereby request consent to mortgage security to be granted in favour of CIBC. We will send a cheque for payment for those 2 further consent requests. These consents are also required for the May 15 closing date regarding the purchase of Gibsons Marina.

Thanks and regards,

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333

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From: Carol Lee
Sent: May-08-15 1:20 PM
To: 'Davie, Maxine E FLNR:EX'; pjefcoat@valkyrielaw.com
Cc: s 22; Catherine Kim; Anderson, Keith FLNR:EX; Cavill, Jacqueline FLNR:EX; nicholas.roos@bjakes.com; 'Art Phillips'
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Maxine –

Further to your email and our telephone discussion, in looking at the historical chain of leases, an earlier one dated March 1 1982 on the back page references a Debenture allowed to the sub lessee Gibsons Marina Hotel Inc., so there is precedent for the Province to have consented to and even marked up a notation of same. It is referenced as a sublease assigned by way of debenture, which is for all intents and purposes regarding your concerns a mortgage/debenture of the sublease.

I will scan and email this to you.

Could you point this out to the policy section for reconsideration. As discussed, for the Ministry to disallow mortgage security by anyone other than the tenant is impeding commercial activity on the property, and will also affect the ability in the long run for both the Province and the Town to collect rents. Not many operators of business such as the marina business on this property can function without security, especially at the start of it taking over the business. We doubt very much the Town is interested in assigning its actual tenure to our client. It wants rent.

Just because the Province has no privity of contract with anyone other than the Town does not preclude the Province from consenting to the security being on the sublessee's interest, as appears to have occurred in the past for this interest.

Your quick attendance to this matter is appreciated, having regard to the May 15 closing.

Thanks and regards,

Carol

Carol A. Lee
C.A. Lee Law Corporation on behalf of Boughton Law Corporation
Direct 604 605 8333

[Profile](#) [vCard](#)

boughtonlaw

Boughton Law Corporation Suite 700, 595 Burrard Street, P.O. Box 49290, Vancouver, BC V7X 1S8 Phone 604 687 6789 Fax 604 683 5317

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From: Davie, Maxine E FLNR:EX [<mailto:Maxine.Davie@gov.bc.ca>]
Sent: May-08-15 9:38 AM
To: Carol Lee; pjefcoat@valkyrielaw.com
Cc: s 22; Catherine Kim; Anderson, Keith FLNR:EX; Cavill, Jacqueline FLNR:EX
Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Carol, I was discussing the sub-tenure holder's desire to have a mortgage consented to with our Land Programs Service Branch in Victoria (Policy section).

I initially thought that if the Town of Gibsons applied for a Consent to Mortgage between the sub-tenant and the lender we would be able to consent to it because it was our client requesting the consent, however, direction from policy is that the consent must be for a mortgage between our client and a lender.

The Crown is not able to consent to the mortgage (in accordance with Article 7) between the sub-tenure holder and the lender.

If a mortgage is obtained using this tenure as part of the security it must be consented to as per Article 7 of the Lease.

The only way for us to consent to a mortgage between the sub-tenure holder and a lender would be for the Town of Gibsons to assign the tenure to the sub-tenant.

Maxine E. Davie

Senior Portfolio Administrator

Ministry of Forests, Lands and Natural Resource Operations
South Coast Natural Resource Region
(604) 586-4411, Fax (604) 586-4444

Our Vision: Economic prosperity and environmental sustainability

From: Carol Lee [mailto:clee@boughtonlaw.com]

Sent: 07 May 2015 10:52

To: pjefcoat@valkyrielaw.com

Cc: Davie, Maxine E FLNR:EX; s.22

Catherine Kim

Subject: FW: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Hi Pamela –

I was able to get hold of Maxine Davie at the Province, today. We had previously, in addition to the consent request re assignment of tenure, also requested the Province consent for our client's lender, Canadian Imperial Bank of Commerce, to take mortgage security over the sub tenure interests.

Maxine has advised that the mortgage request as to the sub tenure interests needs to come from the Town, and not the assignee. We will however, pay the consent request fee for this.

Could you have the Town make that request as soon as possible by express post and by email to Maxine, and copy us as well by email.

Going forward, should we continue to deal through you or should we contact the Town directly on the consent matters.

Thanks for your assistance.

Carol

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation

Direct 604 605 8333

[Profile](#) [vCard](#)

boughtonlaw

Boughton Law Corporation Suite 700, 595 Burrard Street, P.O. Box 49290, Vancouver, BC V7X 1S8 Phone 604 687 6789 Fax 604 683 5317

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From: Pamela Jefcoat [<mailto:pjefcoat@valkyrielaw.com>]

Sent: May-06-15 1:32 PM

To: Carol Lee; maxine.davie@gov.bc.ca

Subject: RE: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Good afternoon, Maxine and Carol

Further to Carol's email below, please see the attached, which was sent by the Town directly to the Province (via express post) on Monday.

Regards,

Pam

From: Carol Lee [<mailto:clee@boughtonlaw.com>]

Sent: Tuesday, May 05, 2015 4:53 PM

To: maxine.davie@gov.bc.ca

Cc: Catherine Kim; s 22 Klaus Fuerniss; Marlo Carpenter; pjefcoat@valkyrielaw.com

Subject: Gibsons Marina - AAAA [BLC-ACTIVE.FID1551695]

Maxine, thank you for getting back to me on this. Attached is the form of agreement I am advised was agreed to between the Town and our client.

Pam, could you confirm and provide a better copy without the notes, which I am advised have been sorted out between the Town and our client and without the Draft mark.

The Town resolution will follow.

Regards

Carol A. Lee

C.A. Lee Law Corporation on behalf of Boughton Law Corporation

Direct 604 605 8333

[Profile](#) [vCard](#)

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May 11, 2015

File #: 87227.1
Direct: 604 605 8333
Email: clee@boughtonlaw.com

BY RUSH COURIER

Ministry of Forests, Lands and Natural Resource Operations
Suite 200, 10428 - 153 Street
Surrey, BC V3R 1E1

Attention: Ms. Maxine Davie
Senior Portfolio Administrator

Dear Ms. Davie:

Re: Sale of Gibsons Marina

Further to Keith Anderson's letter to our client's consultant, Art Phillips of Art Phillips and Associates Inc., dated March 3, 2015, a copy of which is attached, our recent communications and Art Phillips' telephone communications with Keith Anderson today, enclosed please our firm's cheque in the amount of \$325.00 as fee for the consents to:

1. Assignment of the subtenure interest from Gibsons Marina Hotel Inc., to Marina Hotel Holdings Ltd. ("MHHL"); and
2. Mortgage of the interest from MHHL to its lender, Canadian Imperial Bank of Commerce.

We are advised the Town of Gibsons has forwarded to you its package and request, which includes a copy of the agreed form of the Assignment, Assumption and Amendment Agreement.

We also confirm we forwarded to you a copy of the town council resolution that we were provided with. Another copy is enclosed.

We trust the foregoing is in order and hope that the consents can be provided by Wednesday so that closing can take place on Friday. If you have any other questions, please do not hesitate to contact me or Catherine Kim (ckim@boughtonlaw.com), another lawyer in our office who is assisting.

F.0356286
Disp. 893721
IP. 4025

RECEIVED

MAY 12 2015

Ministry Of Forests, Lands and Natural Resource Operations
FrontCounter BC

Log No. 56774 M.D.

\$325.00 C/P#100694

Phone 604 687 6789
Fax 604 683 5317
Email info@boughtonlaw.com

Boughton Law Corporation
Suite 700 - 575 Burrard Street, P.O. Box 49290
Vancouver, BC Canada V7X 1S8 boughtonlaw.com

AC/3464479.1

Page 31 of 48 FNR-2015-53536



May 29, 2015

Our File: 0356286

Town of Gibsons
PO BOX 340
Gibsons, BC V0N 1V0

Dear Sir or Madam:

Re: Lease No. 242098, Consent to Sub-Lease

Please find enclosed your copy of the Consent to Sub-Lease which in accordance with Article 7 in the lease gives consent to sub-lease to Marina Hotel Holdings Ltd. and provides terms and conditions thereto.

Please attach this Consent to Sub-Lease to your Lease as it forms an integral part of the document.

If you have any questions regarding this information, do not hesitate to contact Maxine Davie at 604-586-4411.

Yours truly,

Irma Rempel
Administrative Assistant

Enclosure



TOWN OF GIBSONS

P O Box 340
474 South Fletcher Road
Gibsons, BC V0N 1V0

P: 604-886-2274
F: 604-886-9735
Website: www.gibsons.ca

2380-20
(out)
6441

May 01, 2015

Ministry of Forests, Lands and Natural Resource Operations
Land Authorizations
South Coast Operations
200-10428 153rd Street
Surrey, BC
V3R 1E1

Attention: Mr. Keith Anderson, Ms. Maxine Davie and Ms. Jacqueline Cavill

Re: Your File: 0356286
Request for Consent to the renewal of Lease M59874 (the "Town Lease") between the Town of Gibsons (the "Town") and Gibsons Marina Hotel Inc. ("GMHI")

As you know, the Town and Her Majesty the Queen in Right of the Province of British Columbia, as represented by the minister responsible for the Land Act (the "Province") entered into a lease, dated as of March 1, 2012, for commercial marina purposes over District Lot 6093, Group 1, New Westminster District, containing 3.874 hectares (the "Head Lease"). The Head Lease was issued to replace Lease No. 231544, which expired March 1, 2012. The Province then subsequently approved the Town's renewal of the Town Lease with GMHI.

We now write pursuant to section 7.1 of the Head Lease to formally request the Province's consent to the assignment of the Town Lease from GMHI to Marina Hotel Holdings Ltd. ("MHHL"). MHHL is a company established by Klaus Fuerniss.

In previous discussions between the Town, Province and representatives from MHHL/Klaus Fuerniss Enterprises Ltd. regarding the proposed assignment, the Province indicated that the Town must submit to the Province for review an assignment and assumption agreement among the Town, GMHI and MHHL. The Province has also requested that the Town and MHHL include provisions in the assignment and assumption agreement to address any potential interference with the riparian rights of the upland owners of the water lot, namely Shoal Bay Properties Ltd. Specifically, the Province has requested that a revised float lay out plan for the marina be prepared that establishes an untenured, navigational channel to secure access to deep water.

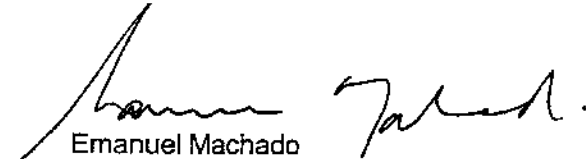
Accordingly, we now attach for the Province's review and approval the draft Assignment, Assumption and Amending Agreement ("AAAA") between the three parties. You will see that sections 6(f) and (g) of the AAAA deal specifically with the revised marina float lay out and the requirement that a navigational channel be established in the event of the development of the upland properties.

In light of the foregoing, we write to request that the Province provide its written consent to the assignment of the Town Lease from GMHI to MHHL pursuant to the terms and conditions set out in the AAAA. As this matter is time sensitive, we would appreciate your response and any comments you may have at your earliest convenience.

If you have any questions or require any further information at this time, please contact the writer at 604.886.2274 or emachado@gibsons.ca.

Sincerely,

TOWN OF GIBSONS



Emanuel Machado
Chief Administrative Officer

cc: Gibsons Marina Hotel Inc., Attention: Mr. Michael Armstrong
Art Phillips and Associates Inc., Attention: Mr. Art Phillips

DRAFT

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

THIS AGREEMENT ("Agreement") made as of the ____ day of _____, 2015,

BETWEEN:

GIBSONS MARINA HOTEL INC., a company incorporated pursuant to the laws of British Columbia and having an address at 675 Prowse Road, Gibsons, B.C. V0N 1V0

(the "Assignor")

AND:

MARINA HOTEL HOLDINGS LTD., a company incorporated pursuant to the laws of British Columbia and having an address at P.O. Box 570 Gibsons, B.C. V0N 1V0

[NTD: KFE to confirm whether Assignee will also be acquiring GMHI's assets under the Purchase and Sale Agreement. If not, KFE will need to provide Town with a separate Indemnity]

(the "Assignee")

AND:

TOWN OF GIBSONS, having an address at Municipal Hall, Post Office Box 340, Gibsons, B.C. V0N 1V0

(the "Town")

WHEREAS:

- A. By an agreement dated March 1, 2012 and subsequent to a lease dated March 1, 1982, the Town, as lessee, entered into a Head Lease (the "**Head Lease**") with Her Majesty the Queen in Right of the Province of British Columbia, represented by the minister responsible for the *Land Act* (the "**Provincial Crown**"), as lessor, the Provincial Crown demised and leased unto the Town those portions of certain lands and premises shown outlined in bold on the Schedule attached to the Head Lease entitled "Legal Description Schedule" and legally described as:

District Lot 6093, Group 1, New Westminster District, containing 3.874 hectares

except for those parts of the land that, as at March 1, 2012, consist of highways (as defined in the *Transportation Act*) for the purpose of maintaining and operating a commercial marina and for a 30-year term (the "Term") expiring on February 28, 2042;

- B. By a Sublease dated November 17, 1983 (the "**Original Sublease**") entered into between the Town, as sublessor, and the Assignor, as sublessee, the Town agreed to sublease the Water Lot (as defined in the Original Sublease) and lease the Lands and Public Use Lands (each as defined in the Original Sublease) to the Assignor;

DRAFT

- C. By an agreement dated May 1, 2014 (the "**Renewal Agreement**"), the Town and the Assignor agreed to amend and renew the Original Sublease upon the further terms and conditions set forth in the Renewal Agreement (the Original Sublease, as renewed and amended by the Renewal Agreement, is herein referred to as the "**Sublease**");
- D. In accordance with Article 7 of the Head Lease, the Provincial Crown has consented to the Sublease;
- E. The Assignor is the general partner of Gibsons Marina & Hotel Limited Partnership (the "**Limited Partnership**"), a British Columbia limited partnership that operates a marina to berth boats, together with launching and other facilities, a retail store and a parking lot (the "**Marina Business**");
- F. Pursuant to a Purchase Agreement dated January 26, 2015 (the "**Purchase Agreement**"), the Limited Partnership has agreed to sell, and the Assignee has agreed to purchase, subject to certain exceptions listed in the Purchase Agreement, all the property, assets and undertaking of the Marina Business, as a going concern;
- G. Pursuant to the Purchase Agreement, the Assignor desires to assign all of its right and title in and to the Sublease and in and to the Lands and Water Lot to the Assignee;
- H. Pursuant to Paragraph 1(h) of the Original Sublease and Section 7.1 of the Head Lease, the Assignor may only assign its rights and title in and to the Sublease with the prior written consent of the Town and the Provincial Crown;
- I. In accordance with Article 7 of the Head Lease, the Provincial Crown has consented to the assignment of the Sublease by the Assignor in favour of the Assignee in accordance with this Agreement;
- J. The Assignor and the Assignee have requested the Town's consent to the assignment of the Sublease by the Assignor in favour of the Assignee and the Town has agreed to grant its consent to such assignment in accordance with the terms of this Agreement; and
- K. The Assignee and the Town have agreed to further amend the Sublease, as assigned, in accordance with the terms and conditions set out in this Agreement.

NOW THEREFORE WITNESS that in consideration of the premises herein and of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), the parties hereto covenant and agree as follows:

1. **Defined Terms.** Except as otherwise defined in this Agreement, capitalized terms used in this Agreement have the meanings ascribed to those terms in the Sublease.
2. **Effective Date.** For the purposes of this Agreement, the "**Effective Date**" shall mean 12:00 a.m. on the ____ day of _____, 2015.
3. **Assignment.** Effective on the Effective Date, the Assignor absolutely assigns unto the Assignee all of its right, title and interest in and to the Lands and the Water Lot and in

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and to the Sublease, together with the unexpired residue of the term thereof, and together with all of the benefits and advantages to be derived therefrom, to have and to hold the same unto the Assignee subject to the observance and performance by the Assignee of all of the terms, covenants and conditions contained in the Sublease on the part of the sublessee therein to be observed and performed, including without limitation payment of rent and all other amounts payable to the Town pursuant to the provisions of the Sublease, whether expressed as conditions, covenants, provisos, representations, undertakings or warranties.

4. **Condition of the Lands and Water Lot.** The Assignee acknowledges and agrees that it has inspected the Lands and the Water Lot and accepts the Lands and the Water Lot as is and confirms that no representation has been made by any party that is not set out in this Agreement as to the terms of the Sublease or the condition of the Lands and the Water Lot or the suitability of the Lands and the Water Lot for any purpose.
5. **Consent of the Town.** Subject to section 13 of this Agreement, the Town hereby consents to the assignment by the Assignor in favour of the Assignee referenced in Section 3 above, provided that such consent is restricted to the assignment provided in this Agreement and the prohibition against assignment of the Sublease and subletting or transferring, the Lands and the Water Lot by the sublessee under the Sublease as to any subsequent assignment or subletting or transferring, as more particularly described in the Sublease (the "**Prohibition**") will otherwise remain in full force and effect and the Town's consent in this Agreement will not be deemed to be a consent to or waiver of the requirement for the Town's consent to any further or other assignment of the Sublease or subletting or transferring the Lands and the Water Lot or any part thereof.

Notwithstanding the foregoing, if the Tenant is a private corporation, the Prohibition will not apply to any transfer, creation, issuance, sale, assignment, bequest, inheritance, trust or other disposition or dealing with the shares or voting rights or amalgamation or other reorganization, PROVIDED THAT such transfer, creation, issuance, sale, assignment, bequest, inheritance, trust or other disposition or dealing with the shares or voting rights or amalgamation or other reorganization does not:

- (a) result in a change in control of the corporation, as that term is defined in subsection 2(3) of the *Business Corporations Act*, S.B.C. 2002, Ch. 57 and as contemplated in 7.1 of the Head Lease; or
- (b) cause the Town to be in breach of any provision in the Head Lease.

Section 5(b) above does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.

6. **Amendments to Sublease.** The parties hereto have agreed to amend the Sublease as follows:
 - (a) all references in the Sublease to "G.M.H.I." are hereby deleted and replaced with the words "the Tenant";

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- (b) section 1(i) of the Sublease is deleted in its entirety and is replaced with the following:

- “(i) notwithstanding any other provision in this Agreement, the Tenant:
- (i) shall indemnify and save harmless the Town, its officials, officers, employees, agents, successors and assigns, from and against any claims, demands, losses, costs, penalties, fines, damages, actions, suits or proceedings (including all amounts paid in settlement, all interest and penalties and all legal and other professional fees and disbursements on a solicitor and his own client basis) by third parties (including without limitation any federal, provincial, municipal or local governmental body, agency, commission or regulatory body); and
 - (ii) hereby releases and forever discharges the Town, its officials, officers, employees, agents, successors and assigns from any and all manner of claims, demands, losses, costs, penalties, fines, damages, actions, suits or proceedings which the Tenant now has or at any time hereafter may have,

of whatsoever kind or howsoever arising and whether known or unknown, suspected or unsuspected, in any manner based on, arising out of or attributable to:

- A. this Agreement;
- B. the entering into or execution by the Town of this Agreement;
- C. the use and occupation of the Lands, Water Lot or Public Use Lands by, and the operations and activities of, the Tenant, the Tenant's licensees or invitees or any person for whom the Tenant is responsible;
- D. any breach of this Agreement by the Tenant, including without limitation any failure by the Tenant to observe and perform the terms and conditions of this Agreement;
- E. any injury to any person, including death, resulting at any time therefrom, occurring in or about the Lands, the Water Lot or the Public Use Lands;
- F. any damage to the property of the Tenant, any permitted sub-tenant, licensee, or any person claiming through or under this Agreement or any approved sub-tenant or licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, occupation, repair or maintenance of the Lands, the Water Lot or the Public Use Lands;

DRAFT

- G. any inability in law preventing the Town from honouring any provision of this Agreement; or
- H. any interference or alleged interference with the riparian rights of any person in respect of the Water Lot.

Without limiting the generality of the foregoing, should the Town be made a party to any litigation commenced by or against the Tenant, then the Tenant will protect, indemnify and hold the Town harmless and will promptly pay all costs, expenses and legal fees (on a solicitor and own client basis) incurred or paid by the Town in connection with such litigation as additional rent upon demand. The Tenant will also promptly pay as additional rent upon demand all costs, expenses and legal fees (on a solicitor and own client basis) that may be incurred or paid by the Town in enforcing the terms, covenants and conditions in this Agreement. The release and indemnity in this section 1(i) will survive the expiration or earlier termination of this Agreement;"

- (c) Section 3 of the Sublease is amended by adding the following definition:

""Agreement" or "this Agreement" means this agreement and includes all recitals and schedules to this agreement and all instruments comprising this agreement, all as may be renewed, assigned or amended from time to time;"
- (d) Section 11 of the Sublease is amended by adding the words "or, once entered into, the shared parking agreement among the Tenant, the Gibson's Public Market and the Town" to the end of this section;
- (e) Section 1.4 of Appendix II to the Sublease is amended by deleting the Plan referred to in Section 1.4 of Appendix II and replacing it with the plan attached hereto as Appendix 1: [NTD: this plan should show the boundaries of the Water Lot, as well as the original marina float layout.]
- (f) a new Section 1.5 of Appendix II to the Sublease is added as follows:

"1.5 Revised Marina Float Layout Plan
- (g) a new Section 3.10 of Appendix II of the Sublease is hereby added as follows:

"3.10 Navigational Channel

In the event that a development permit is issued by the Town of Gibsons in respect of one or more properties located at either 409 to 445 Grower Point Road, Gibsons BC (commonly referred to as the "Shoal Bay Properties") or at _____ Gower Point Road (commonly referred to as the "proposed George Hotel and Residences Site"), the Tenant will at its sole cost and expense:

DRAFT

- (i) within thirty days of the issuance of such development permit, remove approximately 422 linear feet of that float designated as "A" ("**Float A**") on the Marina Float Layout Plan attached as section 1.5 of Appendix II (the "**Marina Float Layout Plan**") and will relocate Float A to the north end of the Water Lot, as shown on the Marina Float Layout Plan, for the purpose of establishing a navigational channel (the "**Navigational Channel**") in that area shown hatched and identified as "Navigational Water" on the Marina Float Layout Plan; and
- (ii) maintain the navigational channel for the remainder of the Term and will ensure that there are no improvements, fixtures or other obstructions installed, constructed, placed or maintained within the navigational channel.

The Tenant and the Town each acknowledge and agree that notwithstanding the removal and relocation of all or any part of Float A pursuant to this Section 3.10, Float A will continue to be included in the calculation of the annual lease payments under section 2(a) of Appendix V to this Agreement."

- (h) section 1(b) of Appendix V of the Sublease is amended by deleting "15%" and replacing it with "12.5%";
- (i) a new section 1(o) of Appendix V of the Sublease is hereby added as follows:
 - "(o) shall establish an advisory body at the sole discretion of the Tenant for the purpose of seeking input on suggested improvements for the operation, maintenance and marketing of the Marina;" and
- (j) new section 1(p) of Appendix V of the Sublease is hereby added as follows:
 - "(p) shall provide space to the Outriggers Club in that area identified as the "boat yard" on the plan attached as section 1.4 of Appendix II for the purposes of boat storage and gaining access to and from the boat ramp for the Marina. The "boat yard" is the area that the Outriggers Club is currently permitted to use and comprises approximately 7,000 square feet;"
- (k) the provisions of Section 5 of this Agreement shall be considered added to the terms of the Sublease, and reference to "Assignee" shall accordingly be to "Tenant" and all affected other sections of the Sublease shall be deemed amended as a result of this addition.

7. **Assignee's Covenants.** The Assignee covenants and agrees with the Town that it will from and including the Effective Date assume, be bound by and be liable under and will observe and perform each and every one of the terms, covenants and conditions contained in the Sublease, as amended hereby, on the part of the tenant therein to be observed and performed, whether expressed as conditions, covenants, provisos, representations, undertakings or warranties, and including without limitation the indemnity and release in section 1(i) of the Sublease, as amended hereby, and the

DRAFT

payment of rent and all other amounts payable to the Town pursuant to the provisions of the Sublease.

8. **Assignor's Indemnity.** The Assignor covenants and agrees with the Assignee that it will indemnify the Assignee and save it harmless from and against any and all actions, suits, costs, expenses, charges, damages, losses, claims and demands for or on account of non-payment of the rent and the non-performance or non-observance of the said terms, covenants and conditions in the Sublease on the part of the sublessee to be observed and performed prior to the Effective Date.
9. **Receipt of Sublease.** The Assignee acknowledges to the Assignor that it has received a copy of the Sublease.
10. **Assignor's Representations and Warranties.** The Assignor represents and warrants to the Assignee that:
 - (a) the Sublease is a valid and subsisting sublease, that the terms, covenants and conditions thereof on the part of the sublessee therein to be observed and performed have been duly observed and performed by the Assignor up to the Effective Date hereof;
 - (b) the Assignor is a proper party to grant this assignment and now has absolute authority to assign the Sublease and the interest of the Assignor in the Lands, and the Water Lot in the manner set out in the Sublease according to the true intent and meaning of this Agreement;
 - (c) subject to the payment of rent and the observance and performance of the terms, covenants and conditions of the Sublease, the Assignee may peaceably enjoy the Lands and Water Lot for the unexpired term of the Sublease and any renewal thereof without interruption by the Assignor or any person claiming through the Assignor;
 - (d) as of the Effective Date, the Assignor's interest in the Lands and Water Lot is free and clear of all liens, charges, encumbrances and judgments; and
 - (e) the Sublease has not, other than as stated in this Agreement, been amended or assigned.
11. **Town's Representations and Warranties.** The Town represents and warrants to the Assignee that:
 - (a) the Original Sublease is registered in the Vancouver Land Title Office under no. M59874 and the Sublease constitutes the entire agreement between the Town and the Assignor;
 - (b) to the best of the Town's knowledge, the Dredging and Breakwater Agreement is in good standing; and

- (c) the Sublease is in good standing with respect to payment of any monies owned by the Assignor to the Town under the Sublease and to the best of the Town's knowledge, the Sublease is in good standing as at the date of this Agreement.
- 12. **Effect on the Sublease.** This Agreement as and from the date hereof will be read and construed along with the Sublease and treated as a part thereof; and the Sublease, as hereby modified, will continue to be of full force and effect; and the parties hereto confirm and ratify the Sublease as hereby modified.
- 13. **Town's Costs.** The Assignor covenants to pay the Town the costs incurred by the Town in connection with the Town providing the specified consent and finalizing this Agreement, including without limitation the legal fees and disbursements incurred by the Town, within ten (10) days of the Assignor's receipt from the Town of invoices for the same and the consent of the Town to the assignment of the Sublease to the Assignee is conditional upon the Town receiving such payment.
- 14. **Assignee's Additional Covenants.** The Assignee covenants and agrees with the Town that the Assignee will, at its sole cost and expense:
 - (a) within three (3) business days of entering into this Agreement, deliver to the Town all assessments or appraisals respecting the condition of the Marina, or any portion thereof, carried out by or on behalf of the Assignee;
 - (b) on or before June 30, 2015 provide to the Town a copy of the parking optimization study prepared by or on behalf of the Assignee and the Gibsons Public Market; and
 - (c) on or before July 31, 2015, use reasonable commercial efforts to negotiate and enter into an agreement with the Gibsons Public Market and the Town, in accordance with the parking optimization study referred to in Section 14(b) above and in form and content satisfactory to the Town, the Assignee and the Gibsons Public Market, each acting reasonably, for the purpose of providing shared parking space on the Lands for the use by the Gibsons Public Market and its members, employees, contractors, licensees, permittees and invitees.
- 15. **Enurement.** This Agreement will enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, subject to compliance with the provisions of the Sublease regarding transfer and assignment, where applicable.
- 16. **Further Assurances.** Each party will, at all times hereafter at the request and cost of any other party, execute such further and other documents as such other party may reasonably require in order to evidence or give effect to the terms of this Agreement.
- 17. **Headings.** The headings in this Agreement form no part of this Agreement and shall be deemed to have been inserted for convenience only.
- 18. **Governing Law.** This Agreement will be governed in accordance with the laws of the Province of British Columbia and the parties irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.

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19. **Survival.** The representations, warranties, covenants and agreements in this Agreement will survive the assignment of the Sublease by the Assignor to the Assignee and will not merge on that assignment.
20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together executed individually or otherwise by the parties will constitute one and the same Agreement and delivered by fax, email or other means of electronic communication producing a printed copy.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GIBSONS MARINA HOTEL INC.

per: _____
Authorized Signatory

MARINA HOTEL HOLDINGS LTD.

per: _____
Authorized Signatory

TOWN OF GIBSONS

Mayor

Corporate Officer

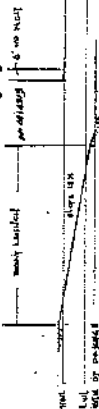
APPENDIX 1

PLAN

[revised plan to be attached]

FORESHORE PLAN 16986

Approved Plans for Building Works
 Department of Public Works
 10/10/1986
 10/10/1986
 10/10/1986



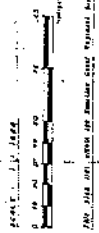
SECTION THRU PORT LAUNCH
 1:100
 10/10/1986



A.A.
 SECTION THRU MARINA
 1:100

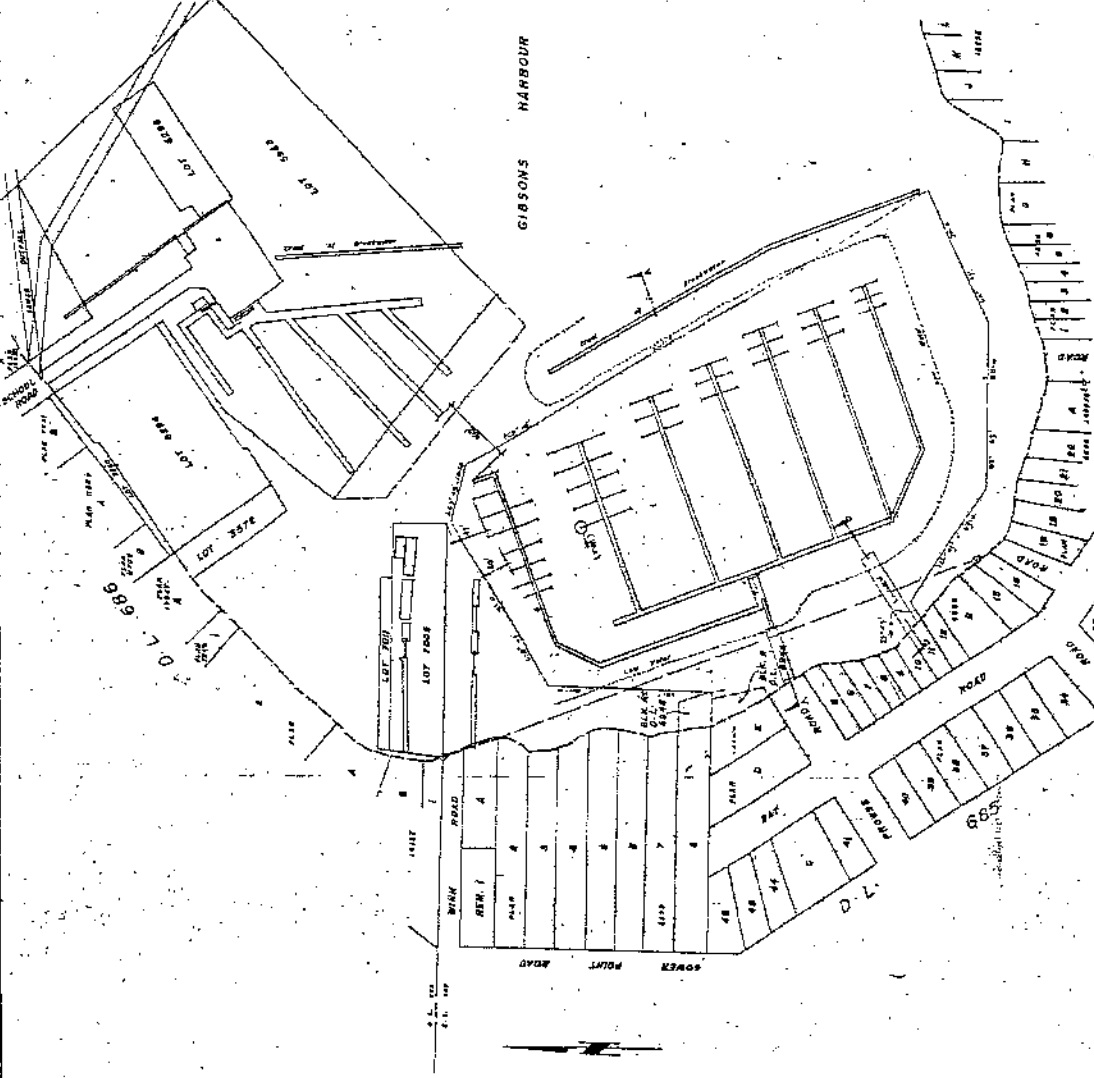
GIBSON'S MARINA
 PLAN NO. 7-500
 MARINA (PART) LAYOUT OF MARINA

SITE PLAN OF PART OF GIBSON'S
 MARINA AND PROPOSED MARINA
 FACILITIES FRONTING D.L. 623 &
 624, OF J. M.W.D.



Drawn by: [Name]
 Checked by: [Name]
 Date: 10/10/1986

10/10/1986

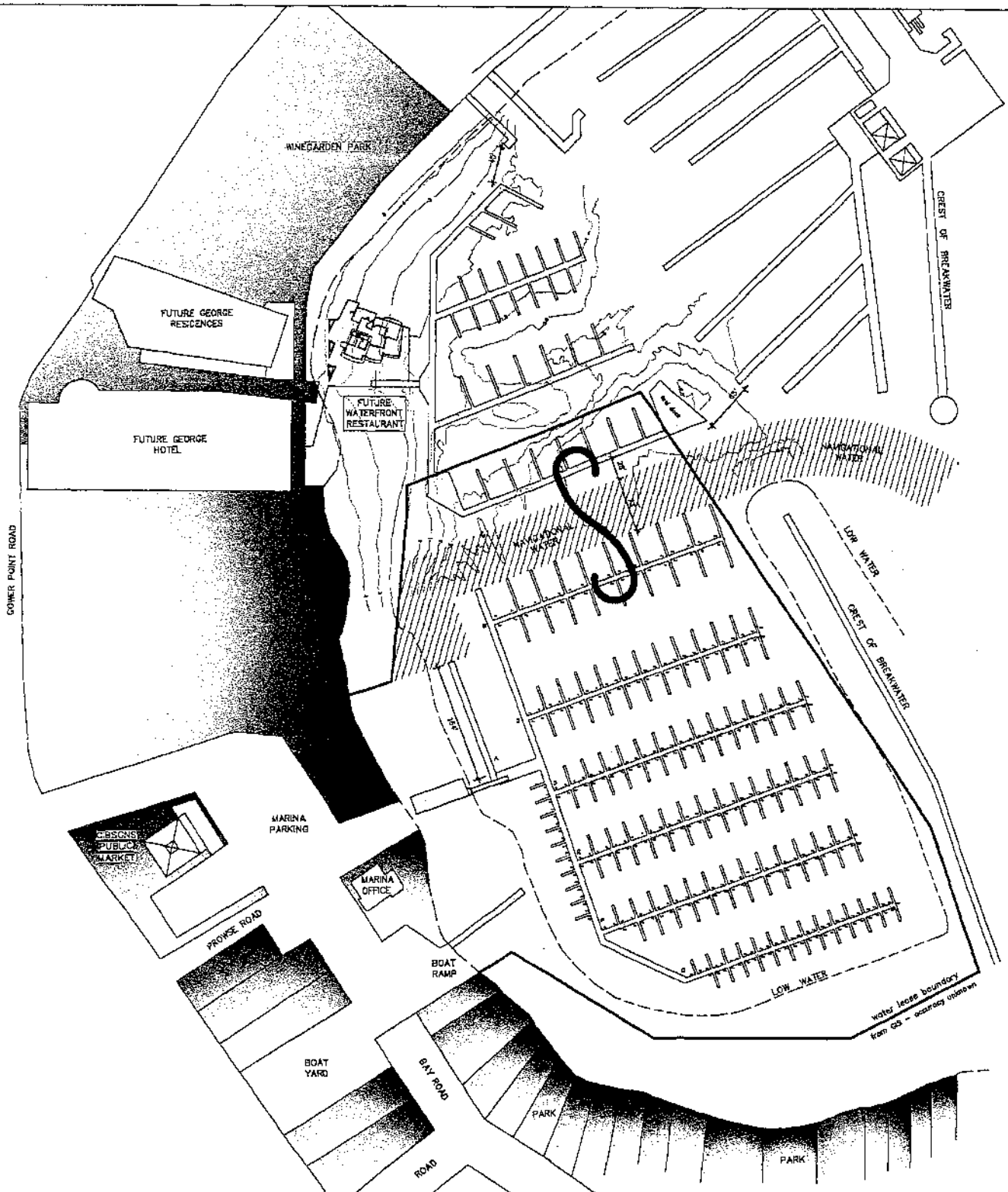


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APPENDIX 2

REVISED MARINA FLOAT LAYOUT PLAN

[revised plan to be attached]



Client:
Klaus Fuerniss Enterprises, Inc.

Gibsons Marina float layout based on:
Plan Number 7.500
by Allen and Company Land Surveyors
in February, 1984

1/2000
(8.5 x 11)
MARINA FLOAT LAYOUT
4.17.2015

n



CERTIFIED EXTRACT
SPECIAL MEETING OF COUNCIL
April 28, 2015

R2015-177 GIBSONS MARINA LEASE ASSIGNMENT

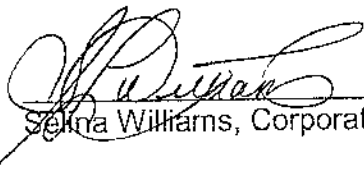
MOVED by Councillor Valeriote
SECONDED by Councillor Lumley

THAT the transfer of the lease agreement from Gibsons Marina Hotel Inc. to Marina Hotel Holdings Ltd. be approved subject to the conditions contained within the Assignment, Assumptions and Amendment Agreement and Provincial approval;

AND THAT staff submit an application to the Province to amend the Town's Head Lease and sublease to reflect the changes contained in the Assignment, Assumptions and Amendment Agreement.

CARRIED

Certified a true extract of the Minutes
of the Special Council Meeting of April 28, 2015


Selma Williams, Corporate Officer